

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

ADRIAN TORRES, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

THE SOUNDCOAT COMPANY, INC.; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2024-01434818-CU-OE-CXC
[Assigned for All Purposes to the Honorable
William Claster, Department CX101]

JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT

Action Filed: October 21, 2024
FAC: February 11, 2025
Trial Date: Not Set

This Joint Stipulation of Class and Representative Action Settlement (“Settlement Agreement,” “Settlement,” or “Agreement”) is made by and between Adrian Torres (“Plaintiff”) and Defendant The Soundcoat Company, (“Defendant”) (Plaintiff and Defendant collectively, “the Parties,” and individually “Party”).

1. DEFINITIONS.

1.0. “Action” means *Adrian Torres v. The Soundcoat Company*, Orange County Superior Court, Case No. CVRI2501207.

1.1. “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”) the neutral entity the Parties have designated to administer the Settlement.

1.2. “Administration Expenses Payment” means the court-approved amount allocated to the Administrator for reimbursement of its reasonable fees and expenses incurred to administer the Settlement, not to exceed \$4,000.00.

1.3. “Aggrieved Employees” means all current and former hourly-paid or non-exempt employees of Defendant in California employed during the PAGA Period.

1.4. “Class” means all current and former hourly-paid or non-exempt employees of Defendant in California employed during the Class Period.

1.5. “Class Counsel” means Moon Law Group, P.C.

1.6. “Class Counsel Fees Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action, not to exceed one-third of the Gross Settlement Amount.

1.7. “Class Counsel Expenses Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action, not to exceed \$25,000.00.

1.8. “Class Data” or “Class List” means Class Member identifying information in Defendant’s possession, including the Class Member’s name, last-known mailing address, last known telephone number, Social Security number, start and end dates of active employment as a non-exempt employee of Defendant in the State of California, and any other information required by the Administrator to effectuate this Agreement.

- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member, including a Non-Participating Class Member who qualifies as an Aggrieved Employee.
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip tracing, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the court-approved Notice of Class and Representative Action Settlement and Final Approval Hearing to be mailed to Class Members in English and Spanish, substantially in the form attached to this Agreement as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from October 21, 2020, through December 31, 2025, except as otherwise provided in Paragraph 8.0.
- 1.13. “Class Representative” means the named Plaintiff in the Action, Adrian Torres.
- 1.14. “Class Representative Service Payment” means the court-approved payment allocated to the Class Representatives for his services in support of the Action and General Release, not to exceed \$7,500.00.
- 1.15. “Court” means the Superior Court of the State of California, County of Orange.
- 1.16. “Defendant” means the named Defendant in the Action, The Soundcoat Company.
- 1.17. “Defense Counsel” means Littler Mendelson, P.C.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its order granting final approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) five (5) court days after the period for filing any appeal, writ, or other appellate proceeding opposing the Final Approval Order or Final Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed (i.e., 60 calendar days plus 5 court days from the date the Court enters Final Approval Order and Final Judgment); or (ii) if any appeal, writ, or other appellate proceeding opposing the Final Approval Order and

Judgment has been filed within that timeframe, then five (5) court day after any appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively been dismissed with no right to pursue further remedies or relief..

1.19. “Final Approval Order” means the Court’s Order Granting Final Approval of the Settlement.

1.20. “Final Approval Hearing” means the Hearing on Plaintiff’s Motion for Final Approval of the Settlement.

1.21. “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.22. “Gross Settlement Amount” means \$246,000.00, the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8.0 below. The Gross Settlement Amount will pay the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount, calculated according to the number of Workweeks he or she worked during the Class Period.

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties allocated pursuant to California Labor Code (“Labor Code”) section 2699(m) and calculated according to the number of PAGA Pay Periods he or she worked during the PAGA Period.

1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699(a).

1.26. “LWDA PAGA Payment” means the LWDA’s 65% share of the PAGA Penalties, allocated pursuant to Labor Code section 2699(m).

1.27. “Net Settlement Amount” means the Gross Settlement Amount less the following court-approved payments: Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment,

and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.28. “Non-Participating Class Member” means a Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.29. “Operative Complaint” means the First Amended Complaint filed in the Action.

1.30. “Objection” means a Class Member’s written or verbal objection to a term of, or the terms of, the Settlement.

1.31. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.32. “PAGA Period” means the period from October 20, 2023, through December 31, 2025, except as otherwise provided in Paragraph 8.0.

1.33. “PAGA” means the Labor Code Private Attorneys General Act, Labor Code sections 2698, et seq.

1.34. “PAGA Notice” means Plaintiff’s October 20, 2024 letter to the LWDA providing written notice pursuant to Labor Code section 2699.3(a).

1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, not to exceed \$15,000.00.

1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.

1.37. “Plaintiff” means the named Plaintiff in the Action, Adrian Torres.

1.38. “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.39. “Released Class Claims” means the claims released as described in Paragraph 5.1.

1.40. “Released PAGA Claims” means the claims released as described in Paragraph 5.2.

1.41. “Released Parties” means the Defendant The Soundcoat Company and each of its former and/or present subsidiaries, DBA’s, affiliates, parent companies, successors and assigns and each of their respective agents, employees, directors, officers, shareholders, owners,

members, attorneys, predecessors, successors, assigns, attorneys, insurers, and re-insurers.

1.42. “Request for Exclusion” means a Class Member’s written request to be excluded from the Settlement.

1.43. “Response Deadline” means sixty (60) calendar days from the date the Administrator mails the Class Notice to the Class and the last date on which Class Members may: (a) mail a Request for Exclusion from the Settlement; or (b) mail an Objection to the Settlement. Class Members to whom a Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline to timely mail a Request for Exclusion or Objection.

1.44. “Workweek” means any calendar week during the Class Period in which a Class Member worked at least one day for Defendant.

2. **RECITALS.**

2.0. On October 20, 2024, Plaintiff submitted to the LWDA, and sent via certified mail to Defendant, a Notice of Labor Code Violations pursuant to Labor Code section 2699.3(a).

2.1. On October 21, 2024, Plaintiff filed class action Complaint, which in its amended form, alleges that Defendant systematically: (1) failed to pay minimum wages; (2) failed to pay overtime compensation; (3) failed to provide meal periods; (4) failed to authorize and permit rest breaks; (5) failed to indemnify necessary business expenses, (6) failed to timely final pay wages at termination; (7) failed to provide accurate itemized wage statements; (8) engaged in unfair business practices; ; and (9) civil penalties under PAGA (Cal. Lab. Code § 2699, et seq.).

2.2. On August 21, 2025, the Parties attempted to resolve the Action through private mediation with experienced wage-and-hour class and representative action mediator, Lisa Klerman, Esq. A settlement in principle was reached after the mediation.

2.3. Before mediation, Plaintiff obtained through informal discovery, about 97% sample of the time and corresponding payroll records of the Class, the employee handbook and policies in effect during the Class Period and the PAGA Period, and other Class Member data and

documents.

3. MONETARY TERMS.

3.0. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.0 below, Defendant will pay \$246,000.00 as the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, which shall be paid separately. Defendant has no obligation to pay the Gross Settlement Amount or any payroll taxes before the deadline stated in Paragraph 4.0 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.1. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:

3.1.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not more than \$7,500.00, in addition to the Individual Class Payment and Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. Plaintiff and/or Class Counsel will file a Motion supporting the Class Representative Service Payment no later than sixteen (16) court days before the Final Approval Hearing. If the Court approves of a Class Representative Service Payment that is less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff shall be solely and legally responsible for paying any applicable taxes on this payment and shall hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payment. Defendant makes no representations as to the tax treatment or legal

1 effect of the payment called for herein, and Plaintiff is not relying on any
2 statement or representation by Defendant or its counsel in this regard. Any
3 denial or modification of the Class Representatives Service Payment will not
4 invalidate this Settlement, and is not grounds for appeal.

5 3.1.2. To Class Counsel: A Class Counsel Fees Payment not to exceed one-third of
6 the Gross Settlement Amount, and a Class Counsel Expenses Payment not to
7 exceed \$25,000.00. Defendant will not oppose Plaintiff's request for Class
8 Counsel Fees and Class Counsel Expenses Payments that do not exceed these
9 amounts. Plaintiff and/or Class Counsel will file a Motion supporting the Class
10 Counsel Fees and Class Counsel Expenses Payments no later than sixteen (16)
11 court days before the Final Approval Hearing. If the Court approves of Class
12 Counsel Fees and/or Class Counsel Expenses Payments that are less than the
13 amounts requested, the Administrator will allocate the remainder to the Net
14 Settlement Amount. Released Parties shall have no liability to Class Counsel or
15 any other Plaintiffs' Counsel arising from any claim to any portion of any Class
16 Counsel Fees and/or Class Counsel Expenses Payments. The Administrator will
17 pay the Class Counsel Fees and Class Counsel Expenses Payments using one
18 or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability
19 for taxes owed on the Class Counsel Fees and Class Counsel Expenses
20 Payments. Class Counsel holds Defendant harmless, and indemnifies
21 Defendant, from any dispute or controversy regarding any division or sharing
22 of any of these payments.

23 3.1.2.1. Any denial or modification of the requested amount of the Class
24 Counsel Fees Payment and/or Class Expenses Payment will not
25 invalidate this Settlement. In the event that the Court reduces or does
26 not approve the requested Class Counsel Fees Payment and/or Class
27 Counsel Expenses Payment, Class Counsel reserve their right to appeal
28 such order; however, Plaintiff and/or Class Counsel will not request or
demand an increase to the Gross Settlement Amount on that basis. If

1 Class Counsel appeals the Court's ruling on their request for the Class
2 Counsel Fees Payment and/or Class Expenses Payment, any ruling of
3 any appellate court in such an appeal (regardless of its substance) shall
4 not constitute a material alteration of this Agreement, and shall not give
5 Plaintiffs, Class Counsel, Settlement Class Members, or Aggrieved
6 Employees the right to modify, revoke, cancel, terminate, or void this
7 Agreement.

8 3.1.3. To the Administrator: An Administration Expenses Payment of not more than
9 \$2,950.00 except for a showing of good cause and as approved by the Court.
10 Plaintiff and/or Class Counsel will file a Motion supporting the Administration
11 Expenses Payment no later than sixteen (16) court days before the Final Approval
12 Hearing. If the Court approves of an Administration Expenses Payment that is
13 less than the amount requested, or if the Administration Expense Payment is less
14 than the amount allocated under this Agreement, the Administrator will allocate
15 the remainder to the Net Settlement Amount. To the extent the actual
16 Administration Expenses Payment is greater than \$2,950.00, such excess amount
17 will be taken from the Gross Settlement Amount, subject to the Court's approval.

18 3.1.3.1. To Each Participating Class Member: The Administrator will calculate
19 each Individual Class Payment by (a) dividing the Net Settlement
20 Amount by the total number of Workweeks worked by all Participating
21 Class Members during the Class Period and (b) multiplying the result by
22 each Participating Class Member's Workweeks. Non-Participating Class
23 Members will not receive an Individual Class Payment. The
24 Administrator will retain amounts equal to their Individual Class
25 Payments in the Net Settlement Amount for distribution to Participating
26 Class Members on a pro rata basis.

27 3.1.3.2. Tax Allocation of Individual Class Payments. Twenty percent (20%) of
28 each Participating Class Member's Individual Class Payment will be

1 allocated to the settlement of claims for wages (the “Wage Portion”). The
2 Wage Portions are subject to tax withholding and will be reported on an
3 IRS W-2 Form. Eighty percent (80%) of each Participating Class
4 Member’s Individual Class Payment will be allocated to the settlement of
5 claims for interest and penalties (the “Non-Wage Portion”). The Non-
6 Wage Portions are not subject to wage withholdings and will be reported
7 on IRS 1099 Forms. Participating Class Members assume full
8 responsibility and liability for employee taxes owed on their Individual
9 Class Payment.

10 3.1.4. To the LWDA and Aggrieved Employees: PAGA Penalties of not more than
11 \$15,000.00 to be paid from the Gross Settlement Amount, with sixty-five percent
12 (65%) (i.e., \$9,750.00) allocated to the LWDA PAGA Payment and thirty-five
13 percent (35%) (i.e., \$5,250.00) allocated to the Individual PAGA Payments.

14 3.1.4.1. To Each Aggrieved Employee: The Administrator will calculate each
15 Individual PAGA Payment by (a) dividing the amount of the Aggrieved
16 Employees’ 35% share of PAGA Penalties by the total number of PAGA
17 Pay Periods worked by all Aggrieved Employees during the PAGA
18 Period and (b) multiplying the result by each Aggrieved Employee’s
19 PAGA Pay Periods.

20 3.1.4.2. Tax Allocation of Individual PAGA Payments. Aggrieved Employees
21 assume full responsibility and liability for any taxes owed on their
22 Individual PAGA Payment. One hundred percent (100%) of each
23 Individual PAGA Payment will be allocated as penalties. If the Court
24 approves PAGA Penalties less than the amount requested, the
25 Administrator will allocate the remainder to the Net Settlement Amount.
26 The Administrator will report the Individual PAGA Payments on IRS
27 1099 Forms.
28

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.0. Funding of Gross Settlement Amount. The Gross Settlement Amount, together with all employer-side payroll taxes owed on the wage portions of the Individual Class Payments, shall be fully funded by transmission of such funds to the Administrator within fourteen days (14) days of the Effective Date.

4.1. Payments from the Gross Settlement Amount. No later than fourteen (14) calendar days after Defendant funds the entire Gross Settlement Amount, the Administrator shall mail checks for the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. Disbursement of the Class Counsel Fees Payment, Class Counsel Expenses Payment, and Class Representative Service Payment shall not precede disbursement of the Individual Class Payments and Individual PAGA Payments.

4.1.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail with postage prepaid. Before mailing any checks, the Administrator must update the recipient's mailing addresses using the National Change of Address Database. The face of each check shall prominently state the date the check will be voided. Each check will be voided 180 days after the date of mailing ("void date"). The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members, including those for whom a Class Notice was returned undelivered. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees and those for whom a Class Notice was returned undelivered. The Administrator may send Participating Class Members a single check combining the Individual Class Payment and Individual PAGA Payment.

4.1.2. No later than fourteen (14) calendar days after receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search for Class Members whose checks are returned undelivered without a USPS forwarding address. Thereafter, the Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. However, the Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced and who requests the replacement before the void date.

4.1.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, or for any Class Member whose envelope is returned and no forwarding address can be located for the Class Member after reasonable efforts have been made, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure ("CCP") section 384(b).

4.1.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members, such as 401(k) contributions or bonuses, beyond those specified in this Agreement. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

5. **RELEASES OF CLAIMS.** Effective on the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, Participating Class Members, Plaintiff, on behalf of the State of California, the LWDA and the Aggrieved Employees, will release claims against all Released Parties as follows:

5.0. Plaintiff's Release. Plaintiff fully and finally releases and discharges the Released Parties from any and all charges, complaints, claims, and liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected ("claim(s)") which Plaintiff, at any time heretofore, had or claimed to have or which Plaintiff may have or shall in the future claim to have, including, without limitation, any and all claims related or in any manner incidental to Plaintiff's employment. Plaintiff understands he is releasing potentially unknown claims and that Plaintiffs may have limited knowledge with respect to some of the claims being released. Plaintiff acknowledges there is a risk that, after signing this agreement, Plaintiff may learn information that might have affected Plaintiff's decision to enter into this Agreement. Plaintiff assumes this risk and all other risks of any mistake in entering into this Agreement. Plaintiff agrees that this Agreement is fairly and knowingly made. Plaintiff represent and warrant that Plaintiff has all necessary authority to enter into this Agreement and that Plaintiff has not transferred any interest in any claims to any spouse or to any other third party.

5.0.1. The Parties understand the word "claim(s)" to include all actions, complaints, claims, and grievances, whether actual or potential, known or unknown, and specifically but not exclusively, all claims arising out of Plaintiff's employment with Defendant, including, but not limited to, any and all claims under the California Fair Employment and Housing Act, the Age Discrimination in Employment Act, Title VII or any other statute, rule or regulation relating to Plaintiff's employment with Defendant and under which Plaintiff has made a claim or could make a claim against the Released Parties (collectively, "Plaintiff's Released Claims"). Plaintiffs' Released Claims shall not waive: (i) claims for unemployment or workers' compensation benefits; (ii) any vested rights Plaintiffs have under ERISA-covered benefit plans as applicable on the date Plaintiffs sign this Agreement, and/or claims concerning such rights; (iii) claims that may arise after Plaintiffs sign this Agreement; or (iv) claims which cannot be released by private agreement.

5.0.2. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.1. Release by Participating Class Members: All Participating Class Members fully and finally release and discharge the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, costs, expenses, attorney's fees, damages, and causes of action that were alleged or that reasonably could have been alleged based on the facts alleged in the Action. This release includes, without limitation, a release of all claims alleged in the Action for alleged failure to pay all wages, including minimum, regular, overtime, double time, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, failure to provide accurate itemized wage statements, statutory waiting time penalties, failure to maintain accurate time and pay records, unfair business practices, in violation of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and California Business and Professions Code §§ 17200, *et seq.*, and applicable IWC Wage Orders (collectively, the "Released Class Claims").

5.1.1. The Released Class Claims exclude claims not permitted by law and are limited to claims arising during the Class Period.

5.2. PAGA Released Claims: Plaintiff, all Aggrieved Employees and the State of California fully and finally release and discharge the Released Parties from any and all claims for civil penalties under PAGA that were alleged or that reasonably could have been alleged

based on the facts alleged in the Action or Plaintiff's PAGA Notice, including without limitation, for alleged failure to pay all wages, including minimum, regular, overtime, double time, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, failure to provide accurate itemized wage statements, statutory waiting time penalties, failure to maintain accurate time and pay records, unfair business practices, in violation of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2698, et seq., and applicable IWC Wage Orders (collectively, the "Released PAGA Claims").

5.2.1. The Released PAGA Claims are limited to claims arising during the PAGA Period and do not release any Aggrieved Employees' claims for wages or statutory penalties. In light of the binding nature of a PAGA judgment on non-party employees under *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, individuals otherwise meeting the definition of an Aggrieved Employee who are eligible to receive an Individual PAGA Payment shall be deemed to have released the Released PAGA Claims, regardless of whether his or her check for the Individual PAGA Payment is cashed or not, and regardless of whether he or she is a Non-Participating Class Member.

6. MOTION FOR PRELIMINARY APPROVAL. Class Counsel shall prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

6.0. Plaintiff's Responsibilities. Not later than five (5) court days before filing, Class Counsel will prepare and deliver to Defense Counsel for review, comment, changes, and/or additions, all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*; (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class

1 Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed”
2 bid for administering the Settlement and attesting to its willingness to serve;
3 competency; operative procedures for protecting the security of Class Data; amounts
4 of insurance coverage for any data breach, defalcation of funds or other misfeasance;
5 all facts relevant to any actual or potential conflicts of interest with Class Members;
6 and the nature and extent of any financial relationship with Plaintiff, Class Counsel
7 or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness
8 and competency to serve and disclosing all facts relevant to any actual or potential
9 conflicts of interest with Class Members, and/or the Administrator; (vi) a signed
10 declaration from each Class Counsel firm attesting to its competency to represent the
11 Class Members; and all facts relevant to any actual or potential conflict of interest
12 with Class Members and/or the Administrator. In their Declarations, Plaintiff and
13 Class Counsel declarations shall aver that they are not aware of any other pending
14 matter or action asserting claims that will be extinguished or adversely affected by
15 the Settlement.

16 6.1. Responsibilities of Counsel. Plaintiff and Class Counsel will be responsible for
17 drafting and submitting Plaintiff’s Motion for Preliminary Approval of the Settlement
18 to the Court and for appearing in Court to advocate in favor of the Motion for
19 Preliminary Approval. No later than forty five (45) days after the full execution of
20 this Agreement, Plaintiff shall promptly obtain a hearing date for the Motion for
21 Preliminary Approval. Class Counsel is responsible for delivering the Court’s
22 Preliminary Approval to the Administrator. Plaintiff, Class Counsel, Defendants, and
23 Defense Counsel will not disparage each other or Defendant’s employees in the
24 Motion for Preliminary Approval, the Motion for Final Approval, or otherwise.

25 6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
26 Preliminary Approval and/or the supporting declarations and documents, Class
27 Counsel and Defense Counsel will expeditiously work together on behalf of the
28 Parties by meeting in person or by telephone, and in good faith, to resolve the

disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.0. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement and/or ordered by the Court in exchange for the Administration Expenses Payment.

7.0.1. The Administrator's duties include, but are not limited to, printing, distributing, and tracking documents for this Settlement, distributing the Gross Settlement Amount pursuant to the terms in this Agreement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances to relevant state and federal agencies, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties and/or the Court.

7.0.2. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.1. Class Data. No later than twenty-one (21) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under the Settlement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide

corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties, and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

7.2. Notice of Receipt of Class Data. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

7.3. Notice to Class Members. No later than fourteen (14) calendar days after receiving the Class Data from Defendant, the Administrator will send all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payments payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing the Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4. Remailing of Class Notice. No later than three (3) business days after its receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by USPS. If USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send the Class Notice to Class Members whose Class Notice is returned by USPS a second time.

7.4.1. The deadlines for Class Members’ Objections, Challenges to Calculation of Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the sixty (60) calendar

1 days otherwise provided in the Class Notice for all Class Members whose notice
2 is re-mailed. The Administrator will inform the Class Member of the extended
3 deadline with the re-mailed Class Notice.

4 7.4.2. If the Administrator, Defendant, Defense Counsel, or Class Counsel is contacted
5 by or otherwise discovers any persons who believe they should have been included
6 in the Class Data and should have received Class Notice, the Parties will
7 expeditiously meet and confer in person or by telephone, and in good faith, to agree
8 on whether to include them as Class Members. If the Parties agree, such person(s)
9 will be Class Members entitled to the same rights as other Class Members, and the
10 Administrator will send, via email or overnight delivery, a Class Notice requiring
11 them to exercise options under this Agreement no later than fourteen (14) calendar
12 days after receipt of the Class Notice, or the deadline in the Class Notice,
13 whichever is later.

14 7.5. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly
15 review Requests for Exclusion on a rolling basis to ascertain their validity and timeliness.
16 No later than five (5) days after the expiration of the deadline for submitting Requests for
17 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
18 containing the names and other identifying information of Class Members who have
19 submitted Requests for Exclusion, regardless of whether the requests are valid and timely
20 (“Exclusion List”); and (b) copies of all Requests for Exclusion submitted, regardless of
21 whether the requests are valid and timely.

22 7.6. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to
23 Class Counsel and Defense Counsel that tally the number of Class Notices mailed or re-
24 mailed, Class Notices returned undelivered, Requests for Exclusion received (whether
25 valid or invalid), Objections received, Challenges to Workweeks and/or PAGA Pay
26 Periods received and/or resolved, and checks mailed for Individual Class Payments and
27 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must attach copies
28 of all Requests for Exclusion and Objections received.

1 7.7. Administrator's Declaration. No later than seven (7) business days after the Response
2 Deadline, the Administrator will provide Class Counsel and Defense Counsel a signed
3 declaration suitable for filing in Court attesting to (i) its due diligence and compliance with
4 all of its obligations under this Agreement, including, but not limited to, its mailing of the
5 Class Notice, (ii) the total number of Class Notices returned as undelivered, (iii) the total
6 number of re-mailed Class Notices, (iv) its attempts to locate Class Members, (v) the total
7 number of Requests for Exclusion received (valid or invalid), (vi) the total number of
8 Objections received (valid or invalid), (vii) the total number of Participating Class
9 Members and Workweeks, (viii) the total number of Aggrieved Employees and PAGA
10 Pay Periods, and (ix) the lowest, average, and highest Individual Class Payment and
11 Individual PAGA Payment. The Administrator will supplement its declaration as needed
12 or requested by the Parties and/or the Court. Class Counsel is responsible for filing the
13 Administrator's declaration(s) in Court.

14 7.8. Final Report by Settlement Administrator. No later than fourteen (14) calendar days after
15 the Administrator disburses all funds in the Gross Settlement Amount, the Administrator
16 will provide Class Counsel and Defense Counsel with (i) a final report detailing its
17 disbursements by employee identification number only of all payments made under this
18 Agreement, and (ii) a signed declaration suitable for filing in Court attesting to its
19 disbursement of all payments required under this Agreement. Class Counsel is responsible
20 for filing the Administrator's declaration in Court.

21 7.9. Employer Identification Number. The Administrator shall have and use its own Employer
22 Identification Number for purposes of calculating payroll tax withholdings and providing
23 reports to state and federal tax authorities.

24 7.10. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
25 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
26 § 468B-1.

27 7.11. Website, Email Address, and Toll-Free Number. The Administrator will establish,
28 maintain, and use an internet website to post information of interest to Class Members,

1 including the date, time, and location of the Final Approval Hearing and copies of the
2 Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval, Class
3 Notice, Motion for Final Approval, and Final Approval and Judgment. The Administrator
4 will also maintain and monitor an email address and toll-free telephone number to receive
5 Class Member calls, faxes, and emails.

6 7.12. Class Members' Options.

7 7.12.1. Requests for Exclusion (Opt-Outs). Each Class Member shall have sixty (60)
8 calendar days after the Administrator mails the Class Notice (plus an additional
9 fourteen (14) calendar days for Class Members whose Class Notice is re-
10 mailed) to exclude themselves from the Settlement. A Class Member may
11 exclude himself or herself from the Settlement by mailing a Request for
12 Exclusion to the Administrator. The Request for Exclusion must be valid and
13 timely. To be valid, the Request for Exclusion must (1) include the Class
14 Member's full name, address, telephone number, and signature, and a written
15 statement requesting to be excluded from the Settlement; (2) state the case name
16 and number of the Action; and (3) be mailed to the specified physical address
17 of the Administrator. To be timely, the Request for Exclusion must be
18 postmarked no later than the Response Deadline. The postmark date will be the
19 exclusive means of determining whether a Request for Exclusion has been
20 timely submitted. A Class Member who does not submit a valid and timely
21 Request for Exclusion will be deemed a Participating Class Member and will
22 be bound by all terms of the Settlement if it is granted Final Approval. If a Class
23 Member's Request for Exclusion is timely but invalid, according to the
24 requirements listed herein, that Class Member will be allowed to cure the
25 defect(s). The Administrator will mail the Class Member a cure letter within
26 three (3) business days of receiving the defective submission to advise the Class
27 Member that his or her submission is defective and that the defect must be cured
28 to render the Request for Exclusion valid. The Class Member will have until the

1 later of (a) the Response Deadline or (b) fourteen (14) calendar days from the
2 date of the cure letter, whichever date is later, to postmark the revised Request
3 for Exclusion. The Administrator, Class Counsel, and Defense Counsel may
4 attempt to resolve any Class Member disputes on the validity or timeliness of a
5 Request for Exclusion. However, the Court has the final authority to make
6 decisions consistent with the terms of this Agreement on the validity or
7 timeliness of a Request for Exclusion. The Court's decision shall be final and
8 not appealable or otherwise susceptible to challenge.

9 7.12.1.1. Every Class Member who does not submit a timely and valid
10 Request for Exclusion is deemed to be a Participating Class
11 Member under this Agreement, entitled to all benefits and bound
12 by all terms and conditions of the Settlement, including the
13 Participating Class Members' Release under Paragraph 5.1 of this
14 Agreement, regardless of whether the Participating Class Member
15 actually receives the Class Notice or objects to the Settlement.

16 7.12.1.2. Every Class Member who submits a valid and timely Request for
17 Exclusion is a Non-Participating Class Member and shall not
18 receive an Individual Class Payment or have the right to object to
19 the class action components of the Settlement. Non-Participating
20 Class Members who are Aggrieved Employees are deemed to
21 release the claims identified in Paragraph 5.2 of this Agreement and
22 are eligible for an Individual PAGA Payment.

23 7.12.2. Challenges to Calculation of Workweeks and PAGA Pay Periods. Each Class
24 Member shall have sixty (60) calendar days after the Administrator mails the Class
25 Notice (plus an additional fourteen (14) calendar days for Class Members whose
26 Class Notice is re-mailed) to challenge the number of Workweeks and/or PAGA
27 Pay Periods allocated to the Class Member and/or Aggrieved Employee in the
28 Class Notice. A Class Member and/or Aggrieved Employee may challenge the

1 allocation by sending a Challenge to Calculation of Workweeks and/or Pay Periods
2 to the Administrator. The Challenge to Calculation of Workweeks and/or PAGA
3 Pay Periods must be timely. To be timely, the Challenge to Calculation of
4 Workweeks and/or Pay Periods must be postmarked no later than the Response
5 Deadline. The postmark date will be the exclusive means of determining whether
6 a Challenge to Calculation of Workweeks and/or Pay Periods has been timely
7 submitted. The Administrator must encourage the challenging Class Member to
8 submit supporting documentation. In the absence of any contrary documentation,
9 the Administrator is entitled to presume that the Workweeks contained in the Class
10 Notice are correct so long as they are consistent with the Class Data. The
11 Administrator shall promptly provide copies of all Challenges to Calculation of
12 Workweeks and/or Pay Periods to Defense Counsel and Class Counsel. The
13 Administrator, Class Counsel, and Defense Counsel may attempt to resolve all
14 Class Member challenges over the calculation of Workweeks and/or Pay Periods.
15 However, the Court has the final authority to make decisions consistent with the
16 terms of this Agreement on all Challenges to Calculation of Workweeks and/or
17 Pay Periods. The Court's decision shall be final and not appealable or otherwise
18 susceptible to challenge.

19 7.12.3. Objections to Settlement. Each Participating Class Members shall have sixty
20 (60) calendar days after the Administrator mails the Class Notice (plus an
21 additional fourteen (14) calendar days for Class Members whose Class Notice
22 is re-mailed) to object, in writing, to the class action components of the
23 Settlement and/or this Agreement, including contesting the fairness of the
24 Settlement and/or amounts requested for the Class Counsel Fees Payment, Class
25 Counsel Expenses Payment and/or Class Representative Service Payment. Only
26 Participating Class Members may send written Objections to the Administrator.
27 A Participating Class Member may object to the Settlement by (1) appearing at
28 the Final Approval Hearing and verbally objecting to the Settlement or any term

thereof; and/or (2) sending a written Objection to the Administrator. The written Objection must be valid and timely. To be valid, the written Objection must (1) include the Class Member's full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action; and (3) be mailed to the specified physical address of the Administrator. To be timely, the written Objection must be postmarked no later than the Response Deadline. The postmark date will be the exclusive means of determining whether a written Objection has been timely submitted. The Administrator, Class Counsel, and Defense Counsel may attempt to resolve any Class Member disputes on the validity or timeliness of a written Objection. However, the Court has the authority to make final decisions consistent with the terms of this Agreement on the validity or timeliness of a written Objection. The Court's decision shall be final and not appealable or otherwise susceptible to challenge.

8. ESCALATOR CLAUSE.

8.0. Defendant estimates that there are approximately 5,872 workweeks during the period from October 21, 2020, through September 4, 2025. Should the number of workweeks being released during the Class Period increase by more than 10% greater than this figure, Defendant shall either increase the Gross Settlement Amount by the percentage increase above 10% (e.g. if the number of workweeks increases by 11%, the Gross Settlement Amount will increase by 1%), or, at its sole discretion, adjust the end date of the Class Period to the date on which the number of workweeks being released reach 6,459. Defendant agrees to be prepared to inform the Court of its election at the Preliminary Approval Hearing.

1 **9. DEFENDANT'S RIGHT TO WITHDRAW.**

2 9.0. If the number of valid and timely Requests for Exclusion exceeds ten percent (10%) of the
3 total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from
4 the Settlement. If Defendant elects to withdraw from the Settlement, Defendant must meet
5 and confer with Class Counsel no later than fourteen (14) calendar days after expiration of
6 the Response Deadline, and Defendant will be responsible for paying all settlement
7 administration expenses incurred to that point. Further, the Settlement shall be void ab
8 initio, have no force or effect whatsoever, and neither Party will have any further obligation
9 to perform under this Agreement, except as provided in this Paragraph.

10 **10. FINAL APPROVAL.**

11 10.0. Motion for Final Approval. No later than sixteen (16) court days before the calendared
12 Final Approval Hearing, Plaintiff or Class Counsel will file a Motion for Final Approval
13 of the Settlement that includes a request for approval of the PAGA settlement under Labor
14 Code section 2699(s)(2) and a [Proposed] Final Approval Order and Judgment.

15 10.1. Response to Objections. Each Party retains the right to respond to any Objection raised by
16 a Participating Class Member, including the right to file responsive documents in Court no
17 later than five (5) court days before the Final Approval Hearing, or as otherwise ordered
18 or accepted by the Court.

19 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval
20 on any material change to the Settlement, including, but not limited to, the scope of release
21 to be granted by Class Members, the Parties will expeditiously work together in good faith
22 to address the Court's concerns by revising the Agreement as necessary to obtain Final
23 Approval. The Court's decision to award less than the amounts requested for the Class
24 Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service
25 Payment, and/or Administration Expenses Payment shall not constitute a material
26 modification to the Agreement within the meaning of this Paragraph.

27 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Final
28 Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement solely

for purposes of (i) enforcing the Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law, pursuant to CCP section 664.6 and California Rules of Court rule 3.769(h).

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees and Class Counsel Expenses Payments set forth in this Agreement, the Parties, their respective counsel, and all Participating Class Members waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), the Parties shall expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

10.6. Failure to Approve. If the Court does not approve, either preliminarily or finally, any material term or condition of the Settlement Agreement, or if the Court effects a material change, then this Agreement will be voidable and unenforceable, subject to the Parties' agreement to the contrary, and the costs of administration shall be split equally between the

Plaintiffs, on one side, and Defendant, on the other.

11. AMENDED JUDGMENT.

11.0. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.0. Entire Agreement. This Agreement and the attached **Exhibit A** constitute the entirety of the Parties' settlement terms.

12.1. No Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct concerning their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law. If Final Approval does not occur, the Parties agree that this Agreement is void, but remains protected by California Evidence Code section 1152.

12.2. Class Certification or Representative Manageability for Other Purposes. The Parties agree to stipulate to class certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment,

1 Defendant reserves the right to contest certification of any class for any reason, Defendant
2 reserves all available defenses to the claims in the Action, Plaintiffs reserve the right to
3 move for class certification on any grounds available, and Plaintiffs reserve the right to
4 contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness
5 to settle the Action will have no bearing on, and will not be admissible in connection with
6 any litigation, except for proceedings to enforce or effectuate the Settlement and this
7 Agreement.

8 12.3. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and
9 Defense Counsel separately agree that, until the Motion for Preliminary Approval of
10 Settlement is filed, they and each of them will not disclose, disseminate and/or
11 publicize, or cause or permit another person to disclose, disseminate or publicize, any
12 of the terms of the Agreement directly or indirectly, specifically or generally, to any
13 person, corporation, association, government agency, or other entity except: (1) to the
14 Parties' attorneys, accountants, or Plaintiff's spouse, all of whom will be instructed to
15 keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent
16 necessary to report income to appropriate taxing authorities; (4) in response to a court
17 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or
18 federal government agency. Each Party agrees to immediately notify each other Party
19 of any judicial or agency order, inquiry, or subpoena seeking such information.
20 Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to,
21 directly or indirectly, initiate any conversation or other communication, before the
22 filing of the Motion for Preliminary Approval, any with third party regarding this
23 Agreement or the matters giving rise to this Agreement except to respond only that "the
24 matter was resolved," or words to that effect. This paragraph does not restrict Class
25 Counsel's communications with Class Members in accordance with Class Counsel's
26 ethical obligations owed to Class Members.

27 12.4. No Press Releases/Advertisements. Neither Plaintiffs nor Plaintiffs' Counsel shall issue
28 any press release or announcement of any kind related in any way to the Settlement.

1 Plaintiffs and Class Counsel agree to limit their statements regarding the terms of the
2 Settlement, whether oral, written, or electronic (including the World Wide Web), to say
3 the Class Action has been resolved and that Plaintiffs and Class Counsel are satisfied with
4 the Settlement terms. Nothing in this Section is intended to interfere with Class Counsel's
5 duties and obligations to faithfully discharge their duties as Class Counsel, including but
6 not limited to: (1) as required by law; (2) as required under the terms of the Settlement;
7 and/or (3) as required under counsel's duties and responsibilities as Class Counsel. This
8 Settlement shall not be advertised or mentioned on any source, including Plaintiff's
9 Counsel's personal or firm website.

10 12.5. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
11 Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at
12 this Agreement after arm's-length negotiations and in the context of adversarial litigation,
13 taking into account all relevant factors, present and potential. The Parties further
14 acknowledge that they are each represented by competent counsel and that they have had
15 an opportunity to consult with their counsel regarding the fairness and reasonableness of
16 this Settlement.

17 12.6. No Solicitation. The Parties separately agree that they and their respective counsel and
18 employees will not solicit any Class Member to opt out of or object to the Settlement, or
19 appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict Class
20 Counsel's ability to communicate with Class Members in accordance with Class Counsel's
21 ethical obligations owed to Class Members.

22 12.7. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement,
23 together with its attached Exhibit, shall constitute the entire agreement between the Parties
24 relating to the Settlement, superseding any and all oral representations, warranties,
25 covenants, or inducements made to or by any Party.

26 12.8. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
27 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all
28 appropriate action required or permitted to be taken by such Parties pursuant to this

Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.9. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents to define all provisions of this Agreement as valid and enforceable.

12.10. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right, or remedy.

12.11. Cooperation. The Parties and their counsel will cooperate and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.12. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.13. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant, nor Defense Counsel is providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.14. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.15. Agreement Binding on Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the successors or assigns of each of the Parties.

12.16. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

12.17. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.18. Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.19. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.20. Headings. The descriptive heading of any section or Paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.21. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.22. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

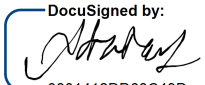
12.23. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law. Plaintiffs, and not their representative(s), must personally execute this Agreement. An authorized officer of Defendant must execute this Agreement on behalf of Defendant. This Agreement shall become binding and enforceable pursuant to CCP section 664.6.

12.24. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Signatures on the following page.

Plaintiffs & Class Representative:

Dated: July 20, 2026

DocuSigned by:

0801412DD68C49D...
By: _____
Plaintiff, Adrian Torres

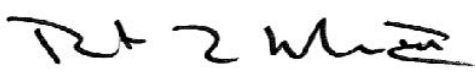
Plaintiff's Counsel:

Dated: July 20, 2026

MOON LAW GROUP, P.C.
By:  _____
Kane Moon
Attorneys for Plaintiff

Defendant:

Dated: July 22, 2026

By: Robert L. Morrow III
Print Name


Signature
General Manager

Title

Defendant's Counsel:

Dated: July 23, 2026

LITTLER MENDELSON, P.C.
By:  _____
Shiva Shirazi Davoudian
Attorneys for Defendant

4898-3015-5198.1 / 127589.1001